NOTICE INVITING ONLINE TENDER (E-TENDER) NO.: 1/HDA/PLANNING OF 2017 – 2018

SCHEDULE OF IMPORTANT DATES OF BIDS

<table>
<thead>
<tr>
<th>PARTICULAR</th>
<th>DATE &amp; TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Publication of NIT</td>
<td>Date 11th December 2017</td>
</tr>
<tr>
<td>Document download start date &amp; time</td>
<td>12.12.2017 from 11:00 A.M.</td>
</tr>
<tr>
<td>Document download end date &amp; time</td>
<td>03.01.18 upto 2:30 P.M.</td>
</tr>
<tr>
<td>Pre-bid meeting in the Board Room of the office of CEO, HDA, Haldia</td>
<td>22.12.2017 at 2:00 P.M.</td>
</tr>
<tr>
<td>Bid submission start date &amp; time</td>
<td>12.12.2017 from 11:00 A.M.</td>
</tr>
<tr>
<td>Last date &amp; time of Online submission of Technical Bid and Financial Bid.</td>
<td>03.01.2018 upto 3:00 P.M.</td>
</tr>
<tr>
<td>Date &amp; Time of opening of Technical Bid at the Office of the CEO, HDA Haldia</td>
<td>05.01.2018 at 3:00 P.M.</td>
</tr>
<tr>
<td>Date &amp; Time of opening of Financial Bid at the Office of the CEO, HDA Haldia</td>
<td>To be intimated through on line after evaluation of Technical bid.</td>
</tr>
<tr>
<td>Validity of bid</td>
<td>120 days w.e.f. the date of publishing this NIT.</td>
</tr>
<tr>
<td>Completion Period of the work</td>
<td>Upto Stage – III (upto sl. no. a to f of para 5) : 52 weeks from the date of issue of work order.</td>
</tr>
</tbody>
</table>
NOTICE INVITING ONLINE TENDER (E-TENDER) NO.: /HDA/PLANNING OF 2017 – 2018

PREPARATION OF LAND USE AND DEVELOPMENT CONTROL PLAN (LU&DCP) FOR NEW HALDIA PLANNING AREA FOR PHASE I COMPRISING OF PART OF NANDAKUMAR BLOCK, WHOLE BLOCKS OF CHANDIPUR, MOYNA, TAMLUK AND TAMLUK MUNICIPALITY IN THE DISTRICT OF PURBA MEDINIPUR WITH AN APPROXIMATE AREA OF 512 SQ KM.

For and on behalf of Haldia Development Authority, the Chief Executive Officer invites Online (e-Tender) rate tenders in TWO BID SYSTEM from bona fide, registered Consultancy firm / organization / specialized agency / Institutions having requisite financial capability and sufficient technical credential on execution of similar type of works. The details are given below:

<table>
<thead>
<tr>
<th>1. Name of work</th>
<th>Preparation of Land Use and Development Control Plan (LU&amp;DCP) for part of new Haldia Planning area for phase I comprising of part of Nandakumar block, whole blocks of Chandipur, Moyna, Tam luk and Tam luk municipality in the district of Purba Medinipur</th>
<th>Enclosure – 1. List of mouzas, covering 376 mouza sheets and an area of 512 sq. km.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Location of Work</td>
<td>Part of Nandakumar block, whole blocks of Chandipur, Moyna, Tam luk and Tam luk municipality in the district of Purba Medinipur</td>
<td></td>
</tr>
<tr>
<td>3. Description &amp; Scope of Work</td>
<td>1. Objective of the Work : a) To prepare a comprehensive, functional, implementable &amp; enforceable “Land Use and Development Control Plan” with statutory back ups as per provisions under the West Bengal Town &amp; Country (Planning &amp; Development) Act, 1979 and existing rules, regulations framed thereon and other prevailing laws for protection of Environment, Protection of National Monuments, Historical Places &amp; remains etc. for comprehensive, sustainable and inclusive development of the people and area. b) It will cover all issues and aspects of planning &amp; development at macro and micro level. c) It should consider the environmental aspects and optimum utilization of natural resources. d) It should act as a tool for development permission u/s 46 of the West Bengal Town &amp; Country (Planning &amp; Development) Act, 1979 with specific rules, regulations, bye laws and procedure for development permission. e) It should have practical approach for preparation of projects /schemes within the proposed framework of LU&amp;DCP. 2. Area of Interest (AOI) of the Work : The work of Preparation of LU&amp;DCP shall cover part of</td>
<td></td>
</tr>
</tbody>
</table>
Nandakumar block, whole blocks of Chandipur, Moyna, Tamluk and Tamluk municipality in the Purba Medinipur district, West Bengal.

The Stages of Work and Task to be carried out in each phases :

Stage- I : Preparation of Base Map and Updated Existing Land Use

Task 1: Preparation of Digital Base Map: Obtain satellite imagery from open source (Bhuvan/Google etc.). The base map should be prepared in seamless mosaicing and geo-referencing of scanned / digitized R. S. maps / sheets. All the maps should be made in GIS plat form and final output should be given in Auto CAD and GIS format. In the final output there should not be any sliver polygon, no overshoots or undershoots and null classes. The geographical co-ordinates and projection system of the final map should be on WGS 84 and UTM. Incorporate administrative boundaries of Police Station, Blocks, Gram Panchayets, Mouza with J.L. No. and revenue plots. All physical features like roads (SH, other major roads), culverts, bridges, railway lines, water bodies etc. should be shown with measurements like length and area (Soft copy Scanned images of the mouza maps (as available with HDA) and existing Land Use on digitized mouza maps will be supplied by HDA). Data on property line of major organization like Railway, State Highway/PWD, Forest Deptt. and Irrigation Deptt. to be collected from the concerned organization / local BL & LRO office.

Differential Global Positioning System (DGPS) survey is to be conducted for establishing the Ground Control Points for satellite imagery geo-rectification and cadastral / R.S. mouza sheets geo-rectifications.

Task 2: Transferring of Existing Land Use data and property line of major organization on base map.

Field verification of Existing Land Use (Existing Land Use Maps in soft copy to be provided by HDA) and its up-dating as and when it is required. While transferring the updated land use on the base map in layers, it should be classified as per Land Use classification and colour code recommended in UDPFI Guidelines (Enclosure-2).

Stage – II : Preparation of Inception Report for Land Use Plan and Development Control Plan:

Task – 1 : Collection of data : To collect primary and secondary data pertaining to the demographic, socio-economic profile, economic activities and trend in local economy and availability of resource and utilization, commercial and industrial establishment, housing trend and demand, public & semi-public facilities and services available, traffic and transportation network scenario and public facilities, Utilities and services available, data on special areas and problematic areas (if any), Development management mechanism.

Task 2 : Analysis of data, Projection and Estimation of data : Analysis, projection, estimation of demand-supply gap for physical & social infrastructure, findings and inference on the analysis of the data for a Plan period of 10 years with 5 years
phases and submission of ‘Inception Report’.
Task 3 : Preparation of conceptual broad land use zoning and infrastructure network plan with due environment and resource consideration. This will do in accordance with the ‘Perspective Plan-2025’ and for a plan period of 10 years. It should be in continuity of the LU&DCP of the adjacent earlier Haldia Planning Area, all other planning projects/proposals sanctioned or in pipeline for final approval and in accordance with the West Bengal Town and Country (Planning & Development) Act, 1979 and UDPFI Guidelines for planning standards, regulations and zoning etc.
Stage – III : Preparation of Detailed Land Use & Development Control Plan (Draft) :
Task – I : Preparation of Zonal level detailed land use plan/map with register outlining development control regulations and development control mechanism based on the conceptual broad land use zoning arrived in previous stage (for public notice for inviting objection, if any, from the public and all concerned).
Stage – IV : Preparation of the Proposed Land Use & Development Control Plan :
Task – I : Public Notification of the proposed/Final land use map and register and collection of objections, compilation and verification of the objections and case-wise preparation of reports with justification for disposal of objections.
Task – II : Preparation of the Proposed Land Use and Development Control Plan and Register with Report after incorporating the outcome of hearing of objection and necessary modification.

4. Tender Value : Bids are to be quoted in INR

5. Completion Period :
   a) Initiation of the project: 1(One) week from the date of issue of Work Order.
   b) Stage – I : Base Map of the area both in soft Auto CAD & GIS format & hard copy (Task – 1) in AutoCAD & GIS format : 8(eight) weeks.
   c) Stage – I : Updating existing Land Use Map and Register (Task – 2) in AutoCAD and GIS format and hard copy (2 nos.) : 8(eight) weeks.
   d) Stage – II : Inception Report based on the work of Task-1&2, along with presentation within the Base Map : 8(eight) weeks.
   e) Stage – II : Submission of Task – 3 i.e. Conceptual broad Land Use Zoning map and report with PP presentation : 8(eight) weeks.
   f) Submission of Stage – III work :i.e. Preparation of detailed Land Use Zoning maps with register, zoning regulations and report with PP presentation : 8(eight) weeks.
   g) Stage – IV (Task – 1) : Receiving of objections and submission of report after field verification of the objections received : Within 5 (five) weeks from the last day of receiving of objection.
6. **Security Deposit against work** : **Rs. 2, 00,000/-** of which **Rs 1, 00,000** will be adjusted from EMD of the successful bidder.

7. **Bid Inviting Authority** :
   - **Chief Executive Officer**
   - Haldia Development Authority
   - City Centre, PO-Debhog, Haldia, 721657
   - Phone No. 03224 255926
   - Email ID: ceo.hda@gmail.com

8. **Eligibility Criteria for “Pre Qualification”** :
   1. **The Agency should have successfully completed (100%) similar type of work having single tender value of Rs. 40,00,000.00 (Rupees forty lakh) only** in the last Five Financial years from the date of NIT in any Government/Semi Government /Undertakings/ Autonomous/ Statutory bodies/ Local Bodies. Credentials/completion certificate/ payment certificate of any sub-contract work shall not be accepted.
   2. **Average Annual Turn Over from Contracting business for the past 3 (Three) Financial Years should be equal to or more than Rs. 50.0 Lakh Only** from Contracting Business. Audited Balance Sheet (authenticated by a chartered accountant) shall have to be produced in support of the claim.
   3. **Statutory Documents**:
      a. Work Completion Certificate as Credential
      b. Filled up Form-I
      c. Filled up Form-II
      d. Latest Income Tax return along with ITR-4/ITR-5
      e. Professional Tax Return
      f. Audited Balance Sheet of last 3 Financial years
      g. Pan Card (Xerox Copy)

9. **Earnest Money Deposit** : **Rs. 1,00,000.00 (Rupees one lakh) only.**
   **THE EARNEST MONEY SHALL BE DEPOSITED BY THE BIDDER ELECTRONICALLY:**
   The Earnest Money shall be deposited by the bidder online-through his net banking enabled bank account, maintained at any bank or through any bank by generating NEFT /RTGS challan from the e-tender portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank to the Beneficiary Bank Account No. The name of Beneficiary bank (at present ICICI Bank), Account No. & IFSC Code are given in the e-tender portal. The details of
deposition of EMD can be obtained from the following link, “wbtenders.gov.in → Home Page → Bidders Manual Kit → Help for on-line receipt and refund of EMD”

Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD and Bid can be submitted only after receipt of EMD.

**NOTE:** Earnest money through offline instruments like Bank Draft, Pay Order etc. will not be accepted for e-tender procurement of this office.

<table>
<thead>
<tr>
<th>10. Bid document Requisition</th>
<th>: Bid Document is available in the HDA’s official website, <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a>. Bidders who have registered with National Informatics Centre (NIC) can participate in the tender. Interested bidders shall register with NIC in advance. Document requisition shall be done as per instruction given in ITB.</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. Document download start date</td>
<td>: 12.12.2017 from 11:00 A.M.</td>
</tr>
<tr>
<td>12. Document download end date &amp; time</td>
<td>: 03.01.18 upto 2:30 P.M.</td>
</tr>
<tr>
<td>13. Date &amp; time of Pre Bid meeting</td>
<td>: At 2.00 pm on 22.12.2017 at the Administrative office building of Haldia Development Authority, Haldia Unnayan Bhawan, City Centre, PO.-Debhog, Haldia , West Bengal-721657</td>
</tr>
<tr>
<td>14. Bid submission start date</td>
<td>: 22-12-2017 from 11:00 a.m. through E-portal. It may be reiterated that the bidders shall submit the technical and financial bid only through online by following online bid submission procedure.</td>
</tr>
<tr>
<td>15. Last date of Online submission of Technical Bid and Financial Bid duly digitally signed.</td>
<td>: On 03.01.2018 at 3.00 pm</td>
</tr>
<tr>
<td>16. Opening of technical bid</td>
<td>: On 05.01.2018 at 3.00 pm at the Office of the Chief Executive Officer, Haldia Development Authority, Haldia Unnayan Bhawan, City Centre, PO.-Debhog, Haldia , West Bengal-721657</td>
</tr>
<tr>
<td>17. Technical Bid Evaluation</td>
<td>: The technical bid will be evaluated by the tender evaluation committee of HDA. Bidders shall produce hard copies of the requisite documents during evaluation for the technical bid. Originals shall be shown for verification, if required.</td>
</tr>
<tr>
<td>18. Date and time of opening of Financial Bid submitted on line of only the technically qualified bidders</td>
<td>: To be intimated through on-line after evaluation of Technical Bid</td>
</tr>
<tr>
<td>19. Financial Bid</td>
<td>: Rate shall be quoted in <strong>absolute figure (and also in words) in INR inclusive of all tax etc.</strong></td>
</tr>
<tr>
<td>20. Validity of Bid</td>
<td>: 120 days</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td>---</td>
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</tr>
</tbody>
</table>
| 21. | E-Tender registration and bidding | **ONLINE BIDS:**
The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below:

- Agencies/Bidders who are interested in participating HDA’s e-tenders are requested to contact the representatives of NIC for registration, computer setting and clarification on e-tendering.
- Training on e-tender can also be availed from Office of the CEO, HDA if desired by the bidder during office hours.
- Online Tenders can be submitted by logging in [www.wbtenders.gov.in](http://www.wbtenders.gov.in) or through the official website of HDA i.e. [www.hda.gov.in](http://www.hda.gov.in)

**ONLINE BID SUBMISSION:**
The Bidders are required to submit the Technical and Financial Bid documents ONLINE i.e. uploading of the documents complete in all respect by following the Online Bid submission procedure.

| 22. | Training on E-tender | Training on e-tendering will be given to the bidders on request. |
| 23. | Important Instructions | - Names of the technically qualified bidders as per the bid criteria after verification with original & evaluation will be displayed in the e-portal, this office notice board and official website.
- The financial bid documents of the technically qualified bidders will only be opened.
- List of Financial comparison chart of bidders will be published on the next day after opening. CEO HDA reserves the right to reject or cancel any or all pre-qualification documents and bid document without assigning any reason’s whatsoever
- All duties, taxes, royalties, cess, including 1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Act, 1996], toll, taxes and other levies payable by the Contractor under the Contract to the State / Central Government for any other cause, whichever is applicable, shall be included in the rates, prices and total Bid price submitted by the bidder. 1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Welfare Cess Act, 1996 will be deducted from the running bills.
- The intending bidders are requested to inspect the work site before quoting their rates.

Chief Executive Officer
Haldia Development Authority
Memo No.: 2211(9)/HDA/IX-127                  Dated: 08/12/2017

Copy forwarded for information to:

1. Chairman, Haldia Development Authority
2. The District Magistrate, Purba Medinipur.
4. The Chairman, Haldia Municipality
5. The District Information & Cultural Officer, Purba Medinipur
6. The District Informatics Officer, NIC, Purba Medinipur, Tamluk with a request to publish it in the official website of Purba Medinipur District.
7. The System Analyst, H.D.A. with a request to arrange to publish it in the website of HDA and make arrangement to send the same to DIO, NIC by e-mail.
8. CA to the CEO, HDA
9. Reception / Notice Board.

Chief Executive Officer
Haldia Development Authority
INFORMATION TO THE BIDDERS (ITB)

1. Download of Tender
   Tender to be downloaded only from the Website www.wbtenders.gov.in

2. Submission of Tender
   The tender will be submitted in two bid system i.e. Technical bid & Financial bid.

3. Online Bid submission procedure
   
   i) **Registration of Contractor:** Agencies/Bidders who are interested in participating HDA’s e-tenders will have to be enrolled & registered with the Government e-Procurement system, through logging on to https://etender.wb.nic.in. They are requested to contact to the toll free Help-line No. 1800 3070 2232 of National Informatics Centre for registration, computer setting and other clarification on e-tendering.

   ii) **Digital Signature certificate (DSC):** Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) having Signing and Encryption certificate for submission of tenders, from the approved service provider of the National Information’s Centre (NIC) on payment of requisite amount.

   iii) The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website www.wbtenders.gov.in using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

   iv) **Submission of Tenders:** General process of submission, Tenders are to be submitted through online to the stipulated website in two folders at a time for each work, one in Technical Bid & the other is Financial Bid before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

   **A. Technical Bid:**
   
   The Technical proposal should contain scanned copies of the following **(all in PDF file)** in 2 (two) covers (folders),

   **Cover A-1 > Statutory Cover file Containing**
   
   1. NIT (Properly upload the same Digitally Signed).
   2. Condition of Contract
   3. Scanned Copy of Bank Draft towards Earnest Money Deposit (EMD) as prescribed in the NIT
   4. Duly filled in FORM-I (Declaration for Credential)
   5. Duly Filled in FORM-II (Declaration for Turn-Over)
   6. Duly Filled in Affidavit as given under Annexure-I

   **Cover A-2 > Non- Statutory Cover (Mandatory Documents)**

   All the documents as given under TECHNICAL BID (Clause 3.1.1 Mandatory Documents)

   **Note:** - Failure of submission of any of the above mentioned documents (as applicable) will render the tender liable to be rejected for both statutory & non statutory cover.
**B. Financial Bid:**

The financial proposal should contain the following documents in **one cover** (folder) i.e. **Bill of quantities (BOQ):**

The contractor is to quote the rate online through Computer only in the space marked for quoting rate in the **BOQ**. Only downloaded copies of the above documents are to be uploaded in **(Excel file)** Digitally Signed by the contractor.

3.1 **TECHNICAL BID**

3.1.1 **Mandatory Documents**

**Relevant documents must be uploaded online for participating in this tender.** If the relevant documents are not submitted online within the stipulated date & time, then bid of the applicant shall summarily be rejected and the bid offer shall not be opened. The Details of Mandatory Documents are given below:

i) Copies of original documents defining the constitution or legal status, Name and address, registration detail of Firm / Company / Agency, place of registration, and principal place of business, name of proprietor and written power of attorney of the signatory of the Bid to commit the Bidder.

ii) Completion certificate along with details of similar type of project/job under any Government / Semi Government / Undertakings / Autonomous / Statutory bodies/ Local bodies, with requisite single tender value (in accordance with **Clause 3.1.6.1**).

iii) Audited Balance Sheet of last three Financial Years (**authenticated by a Chartered Accountant**) for establishing average Annual Turnover in contractual business.

iv) PAN Card (Xerox Copy)

v) Income Tax return of last three financial years along with ITR-4/ITR-5.

vi) Latest Professional Tax return.

vii) List of projects undertaken during last five years.

viii) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;

**Note: The tender will be summarily rejected if any of these documents are not submitted online.** Bidders shall produce hard copies of the requisite documents during evaluation for the technical bid. Originals shall be shown if required by the authority.

3.1.2 **Additional Documents for the Bid (to be submitted in Non-Statutory Cover, A-2)**

i) Registration details with any Government or Semi-Government or other organization.

ii) Documents of proof of ownership or hire of the machineries/equipments.

iii) Any other information to indicate Technical management competence.
3.1.3 Receiving of Earnest Money Deposit (EMD)

EMD shall be collected as soft copy (scanned copies of the originals) for instruments (Banker’s Cheque/ Bank Draft) in favour of Chief Executive Officer, Haldia Development Authority, payable at Haldia.

The L1 bidder shall submit the hard copy of Cheque/bank draft against EMD to the tender inviting authority along with his acceptance letter of the Letter of Intent (LOI). Failure to submit Cheque/bank draft with LOI acceptance letter within the time period prescribed for the purpose may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder.

The earnest money of unsuccessful Bidder shall be returned back not later than 30 days from the bid validity period without interest.

3.1.4 Average Annual Turnover

Average Annual Turnover during last 3 (three) years should be more than ₹50.00 Lakh

3.1.5 CREDENTIAL

3.1.5.1 Technical:

The agency should have successfully completed (100%) similar nature of work having Single tender value of at least Rs. 10,00,000.00 (Rupees ten lakh) only in a single contract in the last 5 (five) financial years from the date of NIT in any Government/Semi Government/Undertakings/Autonomous/Statutory bodies/Local bodies. Credential/completion certificate/payment certificate of any sub-contract work shall not be accepted. The work completion certificate (100%) shall specify detailed similar nature of work completed, value of work done, date of commencement of work and the date of completion of the work. Copy of the Work Order and Work Schedule/Scope of work/BOQ of the similar nature of work shall have to be uploaded along-with the Completion Certificate, in the technical bid for verification of the credential. In addition, Payment certificate may also be submitted for successfully completed work along with the said certificate. Completion Certificate regarding part completion of tendered work shall not be accepted. The Technical Bid may be declared non-responsive if the requisite documents are not furnished by the bidder for ascertaining the Technical Credential.

3.1.5.2 Form – I for fully (100 %) completed works during the last 5 (five) years from the date of NIT will only be accepted. The tenderer should attach the said certificate under their signature along with the tender documents. The similar nature of work is mentioned in the Form-I, therefore agencies who have completion certificate against any of the works mentioned in Form-I shall be eligible for this tender.

3.1.5.3 The Completion Certificate should be pertaining to the work specified in the NIT. The completion certificate should not be misleading the authority. If the completion certificate has mention on multiple nature of works executed by the agency in a single tender including the work specified in this NIT, then the value of the work as specified in this NIT will only be taken into account for evaluating the eligibility of the bidder. The decision of the authority in this respect is final and binding.

3.1.5.4 Financial

The average Annual Turn Over from contracting business for the past three financial years of the firm should be more than ₹25.00 Lakh of the aggregate cost of works in which the contractor intends to participate. Annual Turnover statement shall be submitted.
in the Form-II in addition to the Audited Balance Sheet of the last three financial years authenticated by Chartered Accountant.

3.1.6 If the applicant is an authorized signatory he should submit document of authorization (Power of Attorney) in his favour along with the application. In case of Partnership firm, copies of the partnership deed are to be submitted along with the tender document.

3.1.7 **Penalty for suppression / distortion of facts**:

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates, audited balance sheets or any document which is vital for his eligibility), or any other documents within the specified time frame stated above or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of fact during any time of the tendering process or even after the issuance of work order, the tenderer will be suspended from participating in the tenders on e-Tender platform for 2 (two) years.

3.2 **FINANCIAL BID**:

1. Single rate shall be quoted in the specified space of the BOQ given under Financial bid.
2. The rate quoted by tenderer shall be inclusive of all elements of taxes and duties, demands, etc. The tenderer shall include income tax, sales tax, service tax, cess etc. as applicable, octroi if any, toll, ferry charges, local charges, royalties, turn over tax and all other charges as applicable while quoting the rate.
3. All other charges like insurance charges, freight etc as would be required for completion of the work shall also be included in the rate quoted. No claim whatsoever in this account shall be entertained.

3.3 **Taxes & duties to be borne by the Contractor**:

It may again be reiterated that Income Tax, Service Tax, VAT, Sales Tax, Royalty, Construction Workers’ Welfare Cess and similar other statutory levy / cess etc. will have to be borne by the contractor while executing the work.

3.4 **Site inspection before submission of tender**:

Before submitting any tender, the intending tenderer should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect and no claim whatsoever will be entertained on these account afterwards.

3.4.1 **Conditional and incomplete tender**:

Conditional and incomplete tenders shall be summarily rejected.

4. **Acceptance of Tender**:

Lowest valid rate may be accepted, however, the undersigned does not bind himself to do so and reserves the right to reject any or all the tenders, without assigning any reason and also reserves the right to split the work amongst more than one Tenderer.
5. **Return of Earnest Money of the unsuccessful tenderer(s)**

   The earnest money of unsuccessful Bidder shall be returned not later than 30 days from the bid validity period without interest.

6. **Deliverables:**

   6.1 4(four) copies of the draft reports and drawings will have to be submitted at each stages I and II, both in hard and soft copies.

   6.2 6(six) nos. of copies of the report, drawings will have to be submitted at each stages III and IV both in hard and soft copies.

   6.3 All the drawings, maps are to be submitted in drawing (.dwg) file format and GIS format.

   6.4 All data base should be in database (.dbf) file format and reports in word (.doc) as well as .pdf file.

   6.5 Agency shall have to present the work in power point presentation at each stage of work before the HDA and concerned stakeholders for necessary suggestions and feedbacks, if any, for incorporation in the proposal.

7. **Payment**

   The progressive and stage-wise payment will be made depending upon the executed work as follows:

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Payment Bill</th>
<th>Stage of Completion of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1st RA Bill</td>
<td>After completion &amp; submission of Task – 1 of Stage – I of work of 10% of Contract Amount subject to the satisfaction of HDA.</td>
</tr>
<tr>
<td>2</td>
<td>2nd RA Bill</td>
<td>After completion &amp; submission of Task – 2 of Stage – I of work of 5% of Contract Amount subject to the satisfaction of HDA</td>
</tr>
<tr>
<td>3</td>
<td>3rd RA Bill</td>
<td>After completion &amp; submission of Task – 1 &amp; 2 of Stage – II of work of 10% of Contract Amount subject to the satisfaction of HDA</td>
</tr>
<tr>
<td>4</td>
<td>4th RA Bill</td>
<td>After completion &amp; submission of Task – 3 of Stage – II of work of 5% of Contract Amount subject to the satisfaction of HDA</td>
</tr>
<tr>
<td>5</td>
<td>5th RA Bill</td>
<td>After completion &amp; submission of Stage – III of work of 30% of Contract Amount subject to the satisfaction of HDA and approval of draft LU&amp;DCP for public hearing.</td>
</tr>
<tr>
<td>6</td>
<td>6th RA Bill</td>
<td>After completion &amp; submission of Task – 1 of Stage – IV of work of 10% of Contract Amount subject to the satisfaction of HDA</td>
</tr>
<tr>
<td>7</td>
<td>7th RA &amp; Final Bill</td>
<td>After completion &amp; submission of Task – 2 of Stage – IV of work of 30% of Contract Amount subject to the satisfaction of HDA</td>
</tr>
</tbody>
</table>
and also approval of Urban Development Department, Government of West Bengal.

The payment of stage as well as final bill for any work will be made according to the availability of fund and no financial claim in case of any delay in payment will be entertained.

8. Security Deposit

8.1 The bidder shall be required to properly maintain the work including all its components for a period of **03 (three) years** from the date of completion of the whole work recorded in the MB. 10% will be deducted from each RA bill as Security Deposit. The EMD shall be adjusted with the Security Deposit. The release of S.D. would be subject to the approval of the final report and map by the Government and quality and proper maintenance of the work and its components satisfactorily for the entire security period. Failure to execute proper maintenance of the work will lead to forfeiture of the security deposit.

8.2 An application along with a prescribed format of this office to be submitted for release of S.D. for which the contractor should apply to the authority at least 2 (two) months prior to the last date of defect liability period with an undertaking that the work is maintained properly as per the terms of contract.

9. Withdrawal of tender:

A tender once submitted shall not be withdrawn within a period of 120 days from the last day of the opening of the financial bid of the tender. If a tenderer withdraws his tender within this period without any valid reason, the EMD shall be forfeited.

10. Other Terms & Conditions:

10.1 Tenderers requested to be present in person during the opening of technical and financial bids.

10.2 The tender accepting authority may ask any tenderer to submit analysis to justify the rate quoted by the tenderer.

10.3 Questionnaire for the pre-bid meeting if any may be forwarded to this office before **3:00 p.m. on 03-12-2014** through E-Tender Portal.

10.4 The Agencies/contractor shall abide by all the labour welfare laws and their modifications from time to time, if any, within the contract period. Minimum labour wages act, labour facilities, E.S.I, P.F, Bonus facilities etc. should be provided as per latest Govt. order/Circulars. In no case, HDA shall be held responsible for any eventualities in this regard including payment of wages to personnel deployed by the contractor.

10.5 The successful Tenderer is to obtain license from the Registering Officer and Assistant Labour Commissioner, Haldia, Purba Medinipur under the contract labour (Regulation & Abolition), 1970 and to submit the same to the office on receipt of the work order. He is also
required to fulfill all the terms and conditions as embodied in the above Act, as well as any other laws and statutes as applicable.

10.6 Initial Employment is to be made from the Local Employment Exchange as will be available in forms of Para – 6(b) of 1700/EMP dated 03.08.1989.

10.7 HDA takes no responsibility for any delay/loss/non-receipt of tender document or any other letter sent by post either way.

10.8 Tenderer can approach only the Associate Planner, HDA for any clarification with respect to this tender.

10.9 The decision of authority with respect to this tender is final and binding.

10.10 All corrections in the tender should be signed with date by the Tenderer. Each of the Tender document and drawings must be signed by the Tenderer.

10.11 The Contractor, whose tender is accepted shall within 15 (fifteen) days of issue of an intimation to that effect by this office obtain additional one set of contract documents on production of proof of payment of tender papers in favour of Chief Executive Officer, Haldia Development Authority in Nationalized Bank and submit the same duly signed by him to this office for formal agreement. If the contractor fails to perform the formalities as mentioned within the specified period, acceptance of the tender will be liable to be cancelled and the earnest money will be forfeited.

10.12 Tenderers who will sign on Tender on behalf of a company or Firm must produce the “Registered documents” in respect of their competency to do so, failing which their tender will not be considered.

10.13 After receipt of the Work Order, the successful Tenderer shall submit the work programme, Bar chart of execution of the work, establish site office and deploy Site Engineers/Planners. He shall also maintain Work Order Copy, Drawings, schedule of work and tools & tackles at site to assists HDA officials to carry out necessary checking and supervision of the work.

10.14 It has been observed that the successful bidders deploy unqualified engineers and supervisor during execution of work. Therefore, the successful bidder shall ensure that qualified Technical Personnel are deployed to carry out quality works. If substandard works during the execution of work is detected, then the authority shall have right to direct the agency to re-do the work once again, check the qualification of Technical Personnel and supervisors, penalize the agency etc. for delay caused for completion the work in that stage.

10.15 The successful Tenderer shall have to start the work at site within 7 days after receipt of the work order failing which work order shall be cancelled with forfeiture of earnest money deposited with HDA without assigning any reason.

10.16 Sub-letting of the job is not permissible and the Tenderer must submit one undertaking that he will not sub-let the job under any circumstances. If the authority comes to know that the agency has sub-let the work then action shall be taken to terminate the contract and the SD money will be forfeited.
10.17 All materials & workmanship shall be as per the approved quality and methodology.

10.18 An amount equal to 1% of the contract amount will be deducted from the RA bill / final bill on account of “the building and other construction work (regulation of employment and condition of service) Act, 1996” and “The building and other construction work welfare cess Act, 1996” apart from other statutory deductions from bills/ payment due, if applicable.

10.19 No advance will be paid to the contractor. The contractor will pay minimum wages to his workmen in the presence of HDA engineers and only after certification by HDA engineers that the minimum wages have been paid the bill will be processed.

10.20 Progressive payment will be paid as per stages of work (para 7 payment) in running account bill subject to good performance. Payment may be withheld / not made on average or poor quality of job.

10.21 For the scheme of work value more than 30.0 lakh, the agency should establish a Site Office with relevant equipment and Technical Personnel at the site for carrying out the work. The agency should submit an undertaking with the technical bid that unless the Site office will be established, no bill will be paid to him.

10.22 No escalation of cost is permissible at any time after the issuance of work order. Agency shall be barred from approaching the authority to claim escalation cost for reasons whatsoever.

10.23 Original copy of all certificates shall be produced for checking and verification of all supporting documents on request of HDA.

10.24 Penalty: Time is the essence of any contract and any deviations from completion time will attract penalty @ ½% per week delay and maximum of 10% for the non-execution portion of the work.

10.25 The agency should possess the requisite and relevant equipments and machineries for the work. If equipments and machineries are not deployed as per the undertaking given by the contractor, the Engineer in charge is authorized to stop the work and direct the contract to deploy them immediately. If the contractor fails to carry out the direction, then the authority may take appropriate action including forfeiture of EMD and cancellation of the work order.

10.26 Credibility of the agency engaged for more than two works in HDA will be evaluated by the tender committee and whether to allow the agency to participate in further tenders of the authority will be decided by the committee. Decision of the authority is final and binding on the concerned agency.

10.27 The agency shall collect photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. The photographs shall have date digital date printed. Payment shall not be made without submitting the photographs.

10.28 HDA reserves the right not to allow the agency to participate in future tenders under the following circumstances.
   (i) Delay in completion of job.
   (ii) Performance in terms of either quality of the work deliverables.

10.29 In case of any modification in drawings & estimate etc., it shall be notified to the vendors during pre-bid meeting or through corrigendum.

10.30 Termination of Contract/ Work Order: The authority may terminate the contract/work order due to the following reasons.
i) Poor Progress of work.

ii) Poor Quality of work.

iii) Adoption of any unfair means during execution of work.

iv) Violation/Non-compliance of any instructions of the authority.

For termination of the contract/work, the authority will issue a 7 days notice to the agency/contract to make up the discrepancy/shortfall of the work as instructed by the authority, failing which the contract/work order will be terminated with forfeiture of E.M.D., S.D., Performance Security etc.

10.31 Discretion of the authority inviting tender - The tender inviting authority reserves the right to accept or to reject any or all applications/tenders without assigning any reason whatsoever. On matters of dispute authority decision shall be final and binding. The quantity of work indicated above is provisional and should not be taken as firm. The extent to which the work would be actually executed will depend on the final decision of the Chief Executive Officer, HDA. He however reserves the right to reduce the quantity even substantially without assigning any reason thereof and take up the same otherwise for which no compensation is payable under any circumstances.

Chief Executive Officer
Haldia Development Authority

Memo No.: __________ /HDA/IX-127

Copy forwarded for information to:
1. Chairman, Haldia Development Authority
2. The M.L.A., Nandigram A.C.
3. The District Magistrate, Purba Medinipur.
5. The Sub-Divisional Officer, Haldia, P.O. - Khanjanchak, Purba Medinipur.
6. The Chairman, Haldia Municipality
7. The District Information & Cultural Officer, Purba Medinipur
8. The District Informatics Officer, NIC, Purba Medinipur, Tamluk with a request to publish it in the official website of Purba Medinipur District.
9. The System Analyst, H.D.A. with a request to arrange to publish it in the website of HDA and make arrangement to send the same to DIO, NIC by e-mail.
10. CA to the CEO, HDA
11. Reception / Notice Board.

Chief Executive Officer
Haldia Development Authority
FORM – I
CREDENTIAL CERTIFICATE
(100 % PHYSICAL COMPLETION)

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the work</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Name of the client</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Amount put to tender</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Contractual amount against the tender</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Date of commencement of work</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Date of completion as per work order</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Actual date of completion</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Final gross value of the bill or RA bills for LU &amp; DCP work</td>
<td></td>
</tr>
</tbody>
</table>

Note: In case of completion of multiple natures of works in a single tender, then the value of work as specified in the NIT shall only be taken for the eligibility of the bidder.

I hereby declare that all the statements made above are true to my knowledge. I also understand that any discrepancy found in the above statement will render me liable for cancellation of my tender.

(Signature of the bidder)

Note:

1. Completion Certificate (s) should be supported by BoQ(s).
2. Completion Certificate for fully (100%) completed works will only be considered.
FORM – II
STATEMENT ON ANNUAL TURNOVER FROM CONTRACTUAL BUSINESS

This is to certify that the following statement is the summary of the audited Balance sheet arrived from contractual business in favour of ................................................................. for the three consecutive years.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Financial Year</th>
<th>Turnover (rounded of)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2011-2012</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2012-2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2013-2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Average Turnover</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:

i) Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.

ii) Average turnover for 3 years is to be obtained by dividing the total turnover by 3 (three).

Signature of the Bidder
ANNEXURE-I

SAMPLE FORMAT FOR AFFIDAVIT

I, Sri…………………………………., S/o Sri……………….., aged…..Years, Residing at………………………, Proprietor/Partner/Director of………………………………………………, do hereby solemnly affirm and declare in connection with “PREPARATION OF LAND USE AND DEVELOPMENT CONTROL PLAN (LU&DCP) FOR PART OF EXTENDED HALDIA PLANNING AREA COMPRISING OF NANDIGRAM – I & II BLOCKS IN THE DISTRICT OF PURBA MEDINIPUR.

as follows:

1. That I, the undersigned, do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.

2. If the contract is awarded to us, we will deploy at site all necessary equipments and qualified personnel as mentioned below immediately on receipt of the work order. We would commence the work only on deployment of DGPS, GPS etc. at site to the full satisfaction of the Planning in charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Equipments &amp; Software</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DGPS</td>
</tr>
<tr>
<td>2</td>
<td>GIS software upto date version.</td>
</tr>
<tr>
<td>3</td>
<td>Satellite images</td>
</tr>
<tr>
<td>4</td>
<td>Computer, Printer etc.</td>
</tr>
</tbody>
</table>

3. We would deploy at site all necessary Technical Personnel for efficient contract management and supervision of works with a view to achieving best quality of works.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Personnel</th>
<th>Required Qualification</th>
<th>Minimum Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supervisor-in-Charge</td>
<td>i) Post Graduate in City / Regional Planning etc.</td>
<td>- 10 years</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) B.E./Diploma in Civil; Engg/Survey/Planning</td>
<td>- 3 years</td>
</tr>
<tr>
<td></td>
<td></td>
<td>iii) GIS Based Mapping Specialist</td>
<td>- 3 years</td>
</tr>
<tr>
<td>2</td>
<td>Surveyors / Planning Asstt.</td>
<td>i) Diploma/Certificate in Survey</td>
<td>3 year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ii) B. Tech in Planning / Geography / Economics</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Assistants for field surveying</td>
<td>Diploma / Degree in concerned field, Socio-Economic, Survey, Agricultural etc.</td>
<td>2 year</td>
</tr>
</tbody>
</table>
4. Any departure whatsoever in any form will be considered as breach of contract. In such situation the Department at his liberty may hold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, authority’s decision will be final and binding.

6. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

Signature of the Contractor/ Agency

Name:

Place:

Date: